



**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS**

**RFx 3000006306**

**SUPPLEMENTAL SEPT 2016 MEAT ORDER-DOC/PE**

**Bidder:**

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FAX QUOTATIONS MAY BE SUBMITTED EITHER:

VIA FAX TO: (225) 342-9756

OR

DELIVERED BY HAND OR COURIER SERVICE TO:

OFFICE OF STATE PROCUREMENT  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802

OR

MAILED THROUGH THE U.S. POSTAL SERVICE TO:

OFFICE OF STATE PROCUREMENT  
PO BOX 94095  
BATON ROUGE, LA 70804-9095

IN ORDER FOR YOUR FAX QUOTATION TO BE CONSIDERED, IT MUST BE RECEIVED NO LATER THAN THE OPENING DATE AND TIME SHOWN ON THE FIRST PAGE OF THIS SOLICITATION.

IF YOUR FAX QUOTATION IS SUBMITTED VIA FAX, THE DATE AND TIME MARKED BY THE RECEIVING FAX MACHINE WILL BE THE OFFICIAL FAX QUOTATION RECEIPT TIME. FAX QUOTATIONS SUBMITTED BY HAND OR COURIER DELIVERY OR MAILED TO THE OFFICE OF STATE PROCUREMENT WILL BE TIME-STAMPED.

VENDOR IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS FAX QUOTATION. FAILURE TO MEET THE FAX QUOTATION OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE FAX QUOTATION.

**\*\*ATTENTION: \*\***

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE NOTIFICATIONS OF FUTURE SOLICITATIONS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY IN LAGOV AT THE FOLLOWING WEBSITE:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

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ENROLLMENT IN LAGOV PROVIDES LAPAC EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

**TERMS AND CONDITIONS:** THIS SOLICITATION CONTAINS ALL THE TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

**VENDOR'S FORMS:** THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

**ACCEPTANCE:** UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

**CANCELLATION:** THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

**INVOICES:** INVOICE WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY, AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE / RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT, AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

**PAYMENT:** PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

**CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133. A LIST OF PARTIES WHO

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HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTP://WWW.SAM.GOV](http://www.sam.gov)

**LACARTE PROCUREMENT CARD:**

IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES FOR THE STATE AND VENDORS, THE STATE INTENDS TO MAKE ALL PAYMENTS TO VENDORS ELECTRONICALLY. THE LACARTE PROCUREMENT CARD WILL BE USED FOR PURCHASES OF \$5,000 AND UNDER, AND WHERE FEASIBLE, OVER \$5,000. VENDORS WILL HAVE A CHOICE OF RECEIVING ELECTRONIC PAYMENT FOR ALL OTHER PAYMENTS BY SELECTING THE ELECTRONIC VENDOR PAYMENT SOLUTION (EVP) OR ELECTRONIC FUNDS TRANSFER (EFT). IF YOU RECEIVE AN AWARD AND DO NOT CURRENTLY ACCEPT THE LACARTE CARD OR EVP OR HAVE NOT ALREADY ENROLLED IN EFT, YOU WILL BE ASKED TO COMPLY WITH THIS REQUEST BY CHOOSING ONE OF THE FOLLOWING THREE OPTIONS. YOU MAY INDICATE YOUR ACCEPTANCE BELOW.

**LACARTE**

THE LACARTE PROCUREMENT CARD USES A VISA CARD PLATFORM. VENDORS RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES. VENDORS CANNOT PROCESS PAYMENT TRANSACTIONS THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR RECEIVED OR THE SERVICES PERFORMED.

**FOR ALL STATEWIDE AND AGENCY TERM CONTRACTS:**

- UNDER THE LACARTE PROGRAM, PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH LACARTE.

- IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL LACARTE PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

**EVP**

EVP METHOD CONVERTS CHECK PAYMENTS TO A VISA CREDIT CARD THEREBY STREAMLINING PAYMENTS TO YOUR ORGANIZATION. PARTICIPANTS RECEIVE A CREDIT CARD ACCOUNT NUMBER WITH UNIQUE SECURITY FEATURES. THIS CARD WILL HAVE \$0 AVAILABLE FUNDS UNTIL AN INVOICE IS APPROVED FOR PAYMENT. AS PAYMENTS ARE APPROVED, ELECTRONIC REMITTANCE NOTIFICATIONS ARE SENT VIA EMAIL ALONG WITH APPROVAL TO CHARGE THE CARD FOR THAT AMOUNT. EVP REQUIRES NO CHANGE TO CURRENT INVOICE PROCEDURES; IT IS SECURE, AND DOES NOT REQUIRE YOUR BANK INFORMATION.

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EFT

EFT PAYMENTS ARE SENT FROM THE STATE'S BANK DIRECTLY TO THE PAYEE'S BANK EACH WEEKDAY. THE ONLY REQUIREMENT IS THAT YOU HAVE AN ACTIVE CHECKING OR SAVINGS ACCOUNT AT A FINANCIAL INSTITUTION THAT CAN ACCEPT AUTOMATED CLEARING HOUSE (ACH) CREDIT FILES AND REMITTANCE INFORMATION ELECTRONICALLY. ADDITIONAL INFORMATION IS AVAILABLE AT [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF). TO FACILITATE THIS PAYMENT PROCESS, YOU WILL NEED TO COMPLETE AND RETURN BOTH EFT ENROLLMENT FORMS FOUND AT <http://www.doa.louisiana.gov/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF> AND [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF).

| PAYMENT TYPE | WILL ACCEPT | ALREADY ENROLLED |
|--------------|-------------|------------------|
| LACARTE      | _____       | _____            |
| EFT          | _____       | _____            |

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 PRINTED NAME OF INDIVIDUAL AUTHORIZED

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 AUTHORIZED SIGNATURE FOR PAYMENT TYPE CHOSEN

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 DATE

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 EMAIL ADDRESS AND PHONE NUMBER OF AUTHORIZED INDIVIDUAL
**PREFERENCE (FOOD):**

PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE NOT TO EXCEED TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY (SEVEN PERCENT (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR CRAWFISH FURTHER PROCESSED).

DO YOU CLAIM THIS PREFERENCE? YES\_\_\_\_\_

SPECIFY APPLICABLE PREFERENCE PERCENTAGES AND LINE NUMBERS AND GIVE LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED, OR FURTHER PROCESSED.

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\_\_\_\_\_10% / LINE NOS: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR  
LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES \_\_\_\_\_ NO \_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM  
PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.**PROCUREMENT OF UNITED STATES PRODUCTS:**

IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

- (1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.
- (2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.
- (3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.
- (4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

- (1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

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(2) “UNITED STATES” MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? \_\_\_\_\_ YES

SPECIFY LINE  
NUMBER(S): \_\_\_\_\_

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED:

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

**PACKAGING & PORTION SIZES:**

BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.

THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.

**USDA / FDA LABELING:**

ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.

**DAIRY PRODUCT REQUIREMENTS:** ALL PRODUCTS MUST CONFORM TO U.S. AND LOUISIANA STATE PUBLIC HEALTH LAWS AND DAIRY STABILIZATION BOARD REGULATIONS AS TO GRADE, PERCENT OF BUTTERFAT, TOTAL MILK SOLIDS, MAXIMUM BACTERIA COUNT, PROCESSING AND INSPECTION. ALL PROPOSALS MUST COMPLY WITH ALL PROVISIONS OF SAID LAW AND REGULATIONS.

**LATE DELIVERY ON FOOD ORDERS:**

TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT

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THE DIETARY DEPARTMENT OF THE ORDERING AGENCY AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.

IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.

**SUFFICIENT INFORMATION:**

SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

\*\*\* FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

**DELIVERY:**

DELIVERY LOCATION:

WAKEFIELD MEAT PLANT  
HWY 61 N  
WAKEFIELD, LA 70784

>>> DELIVERY INSTRUCTIONS <<<

SUCCESSFUL VENDOR MUST CONTACT WAKEFIELD PLANT MANAGER 24 HOURS PRIOR TO DELIVERY TO SCHEDULE AN APPOINTMENT AT 225-342-6793.  
PRISON ENTERPRISES RESERVES THE RIGHT TO REJECT UNSCHEDULED DELIVERIES.

DELIVERY HOURS: MONDAY - THURSDAY (EXCEPT HOLIDAYS)  
7:00 AM - 1:00 PM

\*\*\*\* NO FRIDAY DELIVERIES \*\*\*\*

DELIVERY SHOULD BE MADE IN REFRIGERATED TRUCKS EQUIPPED TO MAINTAIN ADEQUATE TEMPERATURE ON ALL PRODUCTS BEING DELIVERED.

**GRADING & CERTIFICATION:**

\*\*\*\*\* DEPT. OF AGRICULTURE GRADING AND CERTIFICATION PROGRAM \*\*\*\*\*

R.S. 39:2101, MANDATES THAT ALL STATE AGENCIES, STATE INSTITUTIONS AND LOCAL SCHOOL DISTRICTS WHICH OPERATE FOOD SERVICE FACILITIES FOR STUDENTS, PATIENTS OR INMATES UTILIZE ONLY THOSE MEAT, POULTRY AND

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SEAFOOD PRODUCTS THAT HAVE MET ALL LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY (LDAF) REQUIREMENTS FOR GRADING & CERTIFICATION PROGRAM. FOR MORE INFORMATION AND/OR QUESTIONS ON THE LDAF GRADING & CERTIFICATION PROGRAM AND FEES, CONTACT LDAF AT (225) 922-1358.

FOR DELIVERY OF NON-COMPLIANT PRODUCTS TO THOSE INSTITUTIONS THAT HAVE BEEN GRANTED THE AUTHORITY BY LDAF TO SELF-CERTIFY THEIR MEAT, POULTRY AND SEAFOOD PRODUCTS, THE FOLLOWING PENALTIES AND FEES WILL APPLY:

1. IF THE PRODUCT IS IN NON-COMPLIANCE AND IT IS NECESSARY FOR THE ENTITY TO USE THE PRODUCT, THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC 7:V.513, AND FOLLOWING. THIS ASSESSMENT WILL COUNT AS ONE (1) VIOLATION.
2. IF THE PRODUCT IS IN NON-COMPLIANCE AND IS REJECTED AND RETURNED, NO CHARGES WILL BE ASSESSED TO THE SUPPLIER; HOWEVER, THIS WILL ALSO COUNT AS ONE (1) VIOLATION.
3. IF A SUPPLIER RECEIVES THREE (3) VIOLATIONS IN ANY GIVEN QUARTER, IT WILL BE NECESSARY FOR LDAF TO INSPECT ALL OF THE SUPPLIER'S PRODUCTS BEFORE SHIPMENT. THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC7:V.513, AND FOLLOWING.

THIS PROVISION IS HEREBY MADE PART OF ANY SUBSEQUENT CONTRACT FOR MEAT, POULTRY (INCLUDING EGGS), AND SEAFOOD PRODUCTS.

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THE ORDERING AGENCY, PRISON ENTERPRISES, WITH AUTHORIZATION FROM AND UNDER THE SUPERVISION OF THE LA DEPT OF AGRICULTURE, WILL CONDUCT SELF-CERTIFICATION INSPECTION OF THE PRODUCTS RECEIVED ON THIS BID IN ORDER TO COMPLY WITH THE ABOVE MANDATE.

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ANY QUESTIONS, PLEASE CONTACT BUYER AT THE OFFICE OF STATE PROCUREMENT IMMEDIATELY.

STATE PROCUREMENT OFFICER KATHLEEN DORING, PHONE: 225-342-5522,  
EMAIL: kathleen.doring@la.gov